

GOTTESMAN LAW, PLLC
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and Debtor in Possession.*

PRESENTMENT DATE: MARCH 10, 2017
PRESENTMENT TIME: 12:00 NOON

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re

K&H RESTAURANT, INC.,

Chapter 11

Debtor.

Case No. 16-B-13151-MKV

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**STIPULATION RESOLVING OBJECTIONS TO THE DEBTOR'S RETENTION
APPLICATIONS OF GOTTESMAN LAW, PLLC AND DAVIS & GILBERT, LLC**

By this stipulation (the “Stipulation”), by and among the following parties (the “Parties”): K&H Restaurant, Inc. (the “Debtor”); Diamondrock NY Lex Owner, LLC (the “Landlord”); and the Office of the United States Trustee for Region 2 (the “UST”); the Parties stipulate and agree as follows:

RECITALS

WHEREAS, the Debtor filed an application seeking to retain Gottesman Law, PLLC (“Gottesman Law”) as substitute counsel to the Debtor, on February 28, 2017 (the “GL Retention Application”); and

WHEREAS, the Debtors filed an application seeking to retain Davis & Gilbert, LLC (“D&G”) as special landlord-tenant counsel to the Debtor on February 28, 2017 (the “D&G Retention Application”, and together with the GL Retention Application (the “Retention Applications”); and

WHEREAS, the UST objected to the Retention Applications on March 6, 2017; and

WHEREAS, the Landlord filed a joinder to the UST’s objection to the Retention Applications on March 6, 2017; and

WHEREAS, the UST and the Landlord requested certain concessions from Gottesman Law and D&G to resolve their objections to the Retention Applications; and

WHEREAS, the Parties have engaged in arm’s-length negotiations and have agreed to this Stipulation to grant such concessions on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The recitals set forth above are incorporated herein by reference and are made an integral part of this Stipulation.

2. Gottesman Law and D&G have each confirmed that the full amount of each of their retainers, \$3750.00 and \$2875.00 respectively, have been returned to the Debtors.

3. The UST and the Landlord hereby withdraw any objection to the Retention Applications.

4. This stipulation is without prejudice to the Parties rights to object to any compensation or reimbursement of expenses as may be requested in these cases by Gottesman Law or D&G or to either of their continued representation of the Debtor in this case.

5. This Stipulation shall be effective and binding upon the Parties upon execution hereof.

6. This Stipulation constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous written or oral communications, understandings, and agreements with respect to the subject matter hereof. This Stipulation can be amended only by written agreement between the Parties.

7. Each Party acknowledges and agrees that nothing in this Stipulation constitutes an admission or concession of any legal or factual issue raised, referred to, or contained in this Stipulation, except as set forth herein.

8. This Stipulation may be executed in counterparts, each of which shall be an original, and such counterparts shall be construed together as one instrument. Facsimile or electronic signatures shall be deemed original signatures.

9. The Bankruptcy Court shall have exclusive jurisdiction to interpret and enforce this Stipulation and the Parties consent to the jurisdiction of the Bankruptcy Court with respect to the interpretation and enforcement of this Stipulation.

10. The terms of this Order shall be immediately effective and enforceable upon entry.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Stipulation effective as of March 9, 2017.

Dated: New York, New York

K&H RESTAURANT, INC.

By: /s/ Andrew R. Gottesman

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**OFFICE OF THE
UNITED STATES TRUSTEE**

By /s/ Brian Masumoto

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DIAMONDROCK NY LEX OWNER, LLC

By: /s/ Eric J. Snyder

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